

A city memo dated July 14, 1982 unilaterally changed the city's policy on supplemental payment for Workmen's Compensation benefits, retroactive to July 1, 1982.

On July 23, 1982, the Public Employee Labor Relations Board received in letter form a charge of an unfair labor practice against the city of Portsmouth and its agent, Calvin A. Canney, in his capacity as City Manager, alleging violation of RSA 273-A:5, (c), (e), (g), (h) and (i) by the Portsmouth Fire Fighters Local No. 1313 and Portsmouth Municipal Supervisory and Management Alliance through their agent, Paul McEachern, Esquire, Counsel.

A hearing on the merits was held on October 14, 1982.

FINDING OF FACTS

1. The parties stipulated that the Portsmouth Merit System took precedence over the disputed memorandum dated July 14, 1982 protecting previous levels of benefits under Workmen's Compensation, therefore, all employees are whole.
2. The contracts in question had in fact expired.
3. Each bargaining unit has a duly certified exclusive bargaining agent; i.e., Portsmouth Fire Fighters Local 1313 and Portsmouth Municipal Supervisory and Management Alliance.
4. On July 14, 1982, a term or condition of employment existed which allowed supplemental payments on Workmen's Compensation for employees within the two bargaining units.
5. By a memo dated July 14, 1982, the City through its agent, Calvin A. Canney in his capacity as City Manager did attempt to change an existing term or condition of employment, without good faith negotiations.
6. PELRB in decision 82-46 found ... "an unfair labor practice will be an action taken during the negotiations, and before the process is completed, which unfairly burdens either party in the negotiations..."

BOARD DECISION

The Board declines to find an unfair labor practice under RSA 273-A:5, 1(c), (g), (h) and (i) since the action covered all city employees and no contract was in effect.

The Board does, however, find the City of Portsmouth, through its agent, Calvin A. Canney in his capacity as City Manager guilty of an unfair labor practice under RSA 273-A:5, 1(e) by unilaterally changing a term or condition of employment without exhausting good faith negotiations with the affected exclusive bargaining agent.

By unanimous vote.

October 28, 1982



ROBERT E. CRAIG, Chairman